

# KANSAS HOUSING



RESOURCES CORPORATION

July 29, 2011

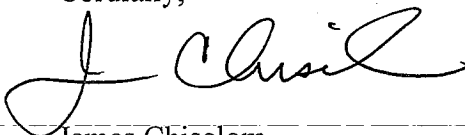
Gerry Vernon, City Manager  
City of Junction City  
700 North Jefferson  
Junction City, KS 66441

Kansas Housing Resources Corporation is pleased to announce your 2011 Emergency Shelter Grant award. These funds have been conditionally awarded. Please advise your sub-recipient, Open Door Community House, of this award.

Rehabilitation:	-0-
Operations:	\$46,000.00
Essential Services:	-0-
Homeless Prevention:	-0-
Administration:	\$ 1,210.00
Total Award:	\$47,210.00

If you have questions or need more information, please feel free to contact me.

Cordially,



James Chiselom  
Program Manager, Emergency Shelter Grant  
Kansas Housing Resources Corporation  
611 S. Kansas Ave. Suite 300  
(785) 296-7236

# ESG Subrecipient A-133 Audit Certification

City of Junction City  
700 N. Jefferson, Junction City, KS 66441

July 18, 2011

OMB Circular A-133 - "Audits of Institutions of Higher Education and Other Nonprofit Institutions," requires Kansas Housing Resources Corporation to ensure that subrecipients expending \$500,000 or more in federal funds comply with the audit requirements of OMB Circular A-133. Our records indicate that your institution was/will be a subrecipient of federal funds "passed through" Kansas Housing Resources Corporation for the fiscal year ending 2011. As a result, we request that you complete the following, as applicable, and provide the requested documents, if applicable.

1.  Our A-133 audit, for the fiscal year ended \_\_\_\_\_, has been completed. The schedule of findings and questioned costs disclosed no audit findings and the summary schedule of prior audit findings did not report on the status of any audit findings relating to any Federal award(s) provided to our institution.

*(Please sign and return this certification to Kansas Housing Resources Corporation. A copy of your A-133 reporting package need not be included.)*

2. Our A-133 audit, for fiscal year ended \_\_\_\_\_, has been completed and

The schedule of findings and questioned costs disclosed an audit finding(s) relating to a Federal award(s) provided to our institution, **and/or**

The summary schedule of prior audit findings reported on the status of an audit finding(s) relating to a Federal award(s) provided to our institution.

Please reference below the specific audit finding(s) noted in the audit report or summary schedule of prior audit findings.

Finding reference number(s) \_\_\_\_\_

*(Please sign this certification and return it to Kansas Housing Resources Corporation and enclose a copy of your reporting package (i.e., Financial Statements and Schedule of Expenditures of Federal Awards, auditor's report(s), a corrective action plan for audit findings, and a summary schedule of prior audit findings.)*

3.  Our A-133 audit for the fiscal year ended \_\_\_\_\_, has not been completed. We expect the audit report to be available by \_\_\_\_\_ at which time we will forward to Kansas Housing Resources Corporation another copy of this certification, with the appropriate sections completed, and any required information.
4.  We are not subject to the audit requirement of A-133.

5. (Explain) \_\_\_\_\_

I certify that the boxes checked above are appropriate for the institution I represent and all audit findings have been disclosed.

Signature: \_\_\_\_\_ Date of Certification: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Please address your response to: James Chiselom, ESG Program Manager  
Kansas Housing Resources Corporation  
611 Kansas Avenue, Ste. 300  
Topeka, KS 66604  
785-296-0089

## CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July 2011.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration. Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Signature and Title

Date

**Grant Award Conditions**  
**Kansas Emergency Shelter Grant Program**

1. The Local Government must match the amount of the State's grant dollar-for-dollar, except for the "Local Government Administration" allocation. Matching funds must be provided *after* the date of the grant award to the grantee. If a hardship would occur in meeting the match exemptions may be requested in writing
2. The terms of the State's grant award, the required local match, and the Local Government's expenditure of grant funds are subject to Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 24 CFR Part 85.
3. All ESG grantees must have signed the "Certification of Local Approval for Nonprofit Organizations" and the, "Local Unit of Government Emergency Shelter Grant Program FY2011 Certifications" contained in the Kansas Emergency Shelter Grant Application before any funds will be distributed.
4. The Local Government's requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the "Notification of Grant Award" and "Budget Itemization". Any request for changes must be submitted to the Kansas Housing Resources Corporation (Corporation) in writing.
5. When salaries are included in the State's grant award, concurrent with the first reimbursement of salaries, the local Government shall submit the name, title, beginning date, and qualifications of the employee(s).
6. The State will de-obligate, and recapture from the Local Government, any unexpended grant funds after the ending date of grant award, unless an extension is agreed to for completion of activities specified in the "Notification of Grant Award" and "Budget Itemization."
7. The Local Government, and nonprofit organizations to which it distributes Emergency Shelter Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of four years after completion of the State's Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
8. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts.

Any contract or agreement entered into by the Grantee shall contain language comparable to this section so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

9. The Local Government shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Local Government shall submit any other reports, containing such information and at such times, as may be required by the Kansas Housing Resources Corporation.
10. The Local Government, and nonprofit organizations funded under this grant award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Shelter Grant activities.
11. Special Conditions: The specific provisions found in "Contractual Provisions Attachment" (Form DA-146a), attached hereto to be executed by parties to this agreement, and hereby incorporated into this agreement and made a part hereof.

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Signature

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Date

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Title

BUDGET ITEMIZATION  
KANSAS EMERGENCY SHELTER GRANT PROGRAM  
KANSAS HOUSING RESOURCES CORPORATION

Grantee's Name	Grantee's Address

APPROVED ESG EXPENSES

FOR

Name of Emergency Shelter

STATE ESG FUNDS (See ESG Eligible Amount Activities.)

Rehabilitation (*List standard sub items with planned expenses.*)

Operations (*List standard sub items with planned expenses.*)

Essential Services (*List standard sub items with planned expenses.*)

Homeless Prevention (*List standard sub items with planned expenses.*)

TOTAL APPROVED ESG EXPENSES

BUDGET ITEMIZATION  
PAGE 2

LOCAL MATCHING FUNDS

AMOUNT

Donated Materials or Buildings

Value of Lease

Staff Salaries

Volunteer Time

Other Non-ESG Sources

TOTAL MATCHING FUNDS  
(Must equal Total Approved ESG Expenses.)

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I, the undersigned, approve this Budget Itemization.

**Financial Officer of Local Government Responsible for ESG Account**

Signature

Date

Name

Title

( )

Area Code

Telephone #

( )

Area Code

Fax #